



**Town of Bluffton**  
**Request for Proposals**  
**RFP # 2017-25**  
**HVAC SYSTEMS PREVENTATIVE MAINTENANCE, REPAIR AND**  
**EMERGENCY SERVICES**

**1. PURPOSE**

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms with past, proven, positive experiences in providing HVAC systems preventative maintenance, repair and emergency services.

It is the intent of the Town to enter into a Master Service Agreement with the awarded firm for a term of one (1) year with the option to renew for three (3) additional one (1) year periods.

**2. SOLICITATION TERMS and CONDITIONS**

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

**Proposers Responsibility:**

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of a contract and to verify any representations made by the Town upon which the Proposer will rely. If the Proposer receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief.

A Proposer, by submitting a proposal represents that the Proposer has read and understands the Request for Proposals requirements and its response is made in accordance therewith and that the Proposer is familiar with the local conditions under which the awarded Proposer must perform.

It is incumbent upon each prospective Proposer to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The Town will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

**Questions and Inquiries:**

Questions and inquiries must be received seven (7) calendar days prior to the submittal due date. Replies considered necessary or critical to the solicitation will be issued through an addendum within the Bid Opportunities section of the Town's website at [www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov). It is the Proposer's responsibility to check the website periodically to determine if an addendum has been issued. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by potential firms in submitting their qualifications statement. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their proposal.

Questions and inquiries regarding this solicitation shall be submitted to:

**Ron Olson**  
**Facilities Administrator**  
**Town of Bluffton**  
**rolson@townofbluffton.com**

**Restricted Discussions:**

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager or Town of Bluffton staff members, other than the noted contact person OR the Town's Purchasing Administrator regarding this RFP or their response at any time during the RFP process. Any such contact shall be cause for rejection of your submittal

**Submittal of Proposals:**

Sealed proposals shall be received by or prior to:

**2:00 p.m. on Wednesday, December 7, 2016**

Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

**RFP # 2017-25**  
**HVAC Preventative Maintenance, Repair and Emergency Services**  
**Town of Bluffton**  
**Attn: Ron Olson**

Packages containing submittals shall be sent to:

**Town of Bluffton  
20 Bridge Street  
Bluffton, South Carolina 29910**

**Opening of Proposals:**

The receipt and opening of packages containing proposals shall be public, at the address, on the date and time specified above. The closing date and time shall be scrupulously observed. All proposal packages that have been timely accepted by the Town will be formally opened and accepted for consideration. The names of the firms submitting a proposal package will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

**Late Submittals:**

Under no circumstances shall proposals be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the said opening. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.

**Acceptance / Rejection:**

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

**Proprietary and/or Confidential Information:**

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. A firm that cannot agree to this standard should not submit a proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

**Award:**

Award will be made to the Proposer who submits the overall proposal that is judged to provide the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to

protect its best interest or meet performance or operational standards. The Town may choose to select multiple firms to provide the services requested. This may include award to a primary and secondary vendor, using the secondary should the primary not be available during an On-call or As-needed situation.

### **Local Preference:**

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

#### A. Definition of a Certified Local Vendor:

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;
- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and
- Company has submitted a Local Preference Certification statement and is on file .

#### B. Evaluation Processes:

- Selection criteria shall include (as applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent

## **3. QUALIFICATIONS**

At a minimum, and to be considered a responsible proposer, the individuals and/or firm must:

- A. Currently possess or be willing to obtain a Town of Bluffton Business License if contract is awarded;
- B. Have **five (5)** years of documented past, proven and positive experiences in providing the services requested;
- C. Have service and maintenance technicians on staff that are current in both Trane and Aaon certifications;
- D. Provide at least five (5) references of clients for whom the firm has provided similar services
- E. Demonstrate the ability to provide the requested services;

## **4. SCOPE OF SERVICES**

Except as otherwise provided herein as the responsibility of Town of Bluffton, the successful proposer will provide HVAC Preventive Maintenance, Repair and Emergency Services necessary for the effective and

economical operation of facilities owned by or otherwise utilized by the Town of Bluffton. The Contractor shall furnish all labor, materials, tools, and resources necessary to implement a maintenance procedure for all heating, cooling, ventilating, and humidity control for the facilities listed within Exhibit "A" and Exhibit "B".

In addition to normal maintenance and repairs, the Contractor shall have the capability and resources to install, and maintain new systems or replacement systems as required by the Town. The cost for all services shall be in accordance with the hourly rates quoted in the contract. All hourly rates shall begin at the time the Contractor arrives to the job site. All repairs, adjustments, and alterations to the systems covered by this contract are subject to the Town's approval.

The Contractor shall provide goods and services that are described and included within Exhibit "A" and "B", attached hereto. Exhibit "A" and Exhibit "B" will be incorporated into the Master Service Agreement.

## **5. SUBMITTALS and FORMAT**

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

The submittal package shall consist of four (4), one (1) signed original and three (3) complete copies of the Respondents proposal. The submittal package along with the appropriate number of copies shall be sealed and delivered no later than date and time listed above.

The contents of the proposal shall include the following:

### **A. Letter of Transmittal**

Limit to one (1) or two (2) printed pages.

- Briefly state the firms understanding of the work to be done and the commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.

### **B. Copy of Town of Bluffton Business License**

This section shall include a copy of the firms Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted.

**C. Vendor Profile**

- Description of firm.
- How long the vendor has been in the business of providing HVAC preventative maintenance, repair and emergency services.
- Staff qualifications for each of the vendor's key staff who may be assigned to this project. Be sure to include professional certifications, designations, accomplishments and accreditations for each employee who will be assigned to the Town of Bluffton.
- The names of all commercial accounts/contracts currently held by the firm.

**D. References**

Provide five (5) current references of organizations or accounts that have utilized your firm's services. This should include their current status and contact information.

**E. Methodology and Approach**

Within a narrative, describe the firm's methodology and approach to providing HVAC services by:

1. Defining the service, maintenance and continuous support that will be provided to this account;
2. Describe the maintenance program offered by your firm;
3. Describe the warranty program offered by your firm;
4. Identify your typical response times to service calls during normal business hours and describe how they are prioritized;
5. Provide your approach in providing support and service for afterhours emergency service calls, to include how they are prioritized;
6. Provide information on your guaranteed response time to all service calls;
7. Describe the resources that are available for your firm to support this account;
8. Describe the process to ensure proper training of your staff is current with various HVAC and mechanical systems.

**F. Cost Details and Pricing Schedule**

Firms shall submit a pricing schedule with cost details that is inclusive of standard hourly labor rates during both normal business hours and emergency after-hours situations. Pricing for equipment and parts shall be based on a cost plus percentage rate. Only the forms provided within this solicitation will be accepted for pricing submittals.

## **6. EVALUATION, SELECTION, NEGOTIATION and AWARD**

State of South Carolina procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFP, the Town may utilize site visits or may request additional material, information,

interviews, presentations or references from the respondent(s) submitting a proposal or offer.

**A. Evaluation Criteria:**

Proposals will be evaluated on the basis of the following criteria:

- a. Proposed Costs**
- b. Methodology and Approach**
- c. Relevant Experience**
- d. Local Presence**

A points system will be given to each criteria listed through the identified weighting system:

<b>EVALUATION CRITERIA</b>	<b>MAX POINTS</b>
<b>Proposed Costs</b>	<b>40</b>
<b>Methodology and Approach</b>	<b>20</b>
<b>Relevant Experience</b>	<b>30</b>
<b>Local Presence</b>	<b>10</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**B. Evaluation Method**

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This three (3) to five (5) member committee approach will require selected staff to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;
- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible proposer.

**C. Selection Method:**

In general, the Town of Bluffton wishes to avoid the expense (to the Town and to presenting firms) of unnecessary presentations. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone.

If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

**D. Negotiations:**

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.

**E. Award and Contract**

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation for viewing. Contracts from firms submitting a proposal will not be accepted.